

# Wilio General Terms and Conditions

## A) INTRODUCTORY PROVISIONS

### I. Terms and Definitions

1. For the purposes of these General Terms and Conditions (the Conditions), the following terms are used:
  - a) **P2P** or **We** (in the appropriate grammatical form) means the company People2People, s. r. o., with its registered office at Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto, Slovak Republic, Business ID: 51 225 221, entered in the Commercial Register of the District Court Bratislava I, section Sro, insert no. 125322/B.
  - b) **Platform** means all P2P websites, mobile or other applications, software, processes and any other services provided by or through P2P.
  - c) **Member** or **You** (in the appropriate grammatical form) means a person who registers on the Platform.
  - d) **Account** means the Member's profile created on the Platform after registration, which is protected by a password (authentication element) specified by the Member.
  - e) **Professional** means a Member who sends price offers for the Pro Services through the Platform or otherwise uses the Platform to offer and provide Pro Services or otherwise uses the Platform to facilitate the provision of Pro Services.
  - f) **Customer** means a Member who, through the Platform, submits requests for Pro Services and receives price offers for Pro Services.
  - g) **Pro Services** are services that are listed, offered and/or provided by Professionals through the Platform.
  - h) **Total Price for Pro Services** means the amount agreed between the Customer and the Professional for the provision of the Pro Services. The total price for the Pro Services includes all costs of the Professional for the provision of the Pro Services, including all materials, transportation, installation, taxes and fees. In the case of payment for Pro Services divided into several parts, the Total Price for Pro Services is the sum of all agreed partial payments for Pro Services.
  - i) **Price list** means the rules of charging for the Platform's services for Customers and Professionals. The price list is available on the Platform.
  - j) **Service package** means the range of services of the Platform for the Professional, which the Professional chooses when registering the Account. Details on individual Service Packages are given in the Price List.
  - k) **Content means**, in particular, text, graphics, images, music, software, audio, video, files, information or other materials, including, but not limited to, all information listed in the Member Account, in the requirements for Pro Services, in offers for Pro Services, in the messages and their threads, in the ratings and any other information or materials of the Customer or Professional available or made available by them or shared on the Platform or via the Platform or P2P.

### II. Purpose and Subject of Modification of the Conditions

1. These Conditions govern the rules of your access to the Platform and the rules of use of the Platform.

2. You are required to read these Conditions before using the Platform. By registering on the Platform, you declare that you have read these Conditions, unconditionally agree with them and understand that they are binding on you. At the same time, you undertake to comply with these Conditions when using the Platform.
3. If you do not agree with any part or provision of these Conditions, you are not entitled to use the Platform and in the case of a created Account you are obliged to cancel your Account.

### **III. Persons Authorized to Use the Platform**

1. Registration on the Platform and use of the Platform is only possible for persons who have full legal capacity. A legal representative always acts on behalf of persons who do not have full legal capacity. By registering on the Platform, you confirm that you are a person who has full legal capacity or is represented by a legal representative.
2. If you use the Platform on behalf of another entity, you must be authorized to do so and you must be prepared with a valid authorization based on our request of proof, otherwise, you are liable for any damage caused to P2P, the Member or a third party.
3. Misuse, damage, overloading or other improper handling of the Platform is prohibited. Anyone who uses the Platform in violation of the previous sentence is liable for the damage caused thereby.
4. Registration on the Platform is not claimable, we have the right to refuse or not allow your registration on the Platform or to block your Account without giving a reason.

### **IV. Terms of Use of the Platform**

1. P2P provides a non-exclusive right to use of the Platform.
2. P2P ensures the confidentiality and security of personal data provided by the Members.
3. P2P has the right to be provided with all the information and materials necessary for the creation of the Account.
4. P2P has the right to collect the fee that the Professional owes for the use of the Platform.
5. Together with these Conditions, you are obliged to comply with generally binding legal regulations when using the Platform, not to abuse the Platform and always to act in accordance with good morals.
6. Use of the Platform, Pro Services, Content of the Platform, communication on the Platform, and expressions of will performed through the Platform are solely at your own risk and responsibility.
7. P2P through the Platform provides mediation of Customers for Professionals and enables Professionals and Customers to communicate through the Platform. P2P is not a provider of Pro Services and is not responsible for the provided Pro Services.
8. P2P Services are provided to Professionals and Customers and can be used by Professionals and Customers through the Platform, not only through the mobile application, but also directly, through P2P websites and P2P support.
9. When submitting requests on the Platform, creating offers for Pro Services and communicating between the Professional and the Customer, you are obliged to observe the rules of good behaviour, not to use vulgarities, not to use and not to disclose Content that would be contrary to generally binding legal regulations and not to use misleading Content or Content that would infringe the rights of another person. In the first (public) phase of communication on the Platform, the sharing of any personal data and contact information is expressly prohibited within the meaning of part B) article II. par. 3 of these Conditions.

10. Any misuse of the Platform or its use contrary to the purpose of the Platform, these Conditions, generally binding legal regulations and good morals is prohibited. In the event of a breach of this prohibition, we are entitled to block your Account, which, however, does not exclude your possible liability for the damage caused.
11. By registering, you acknowledge that the Account on the Platform may not be available at all times, especially with regard to the necessary maintenance of the Platform and possible failures of services provided by third parties. We are also not responsible for the storage of data stored by Members on the Platform.
12. As the Member is always responsible for the Account, its Content and activities on the Account, we are not liable for any damage caused by the Platform, especially in the event of misuse of the Member's Account. The Platform is provided "as it is" and we make no warranties with respect to its use or with respect to the Content.
13. We are not responsible for whether the Members' data on the Platform is complete, accurate and/or up-to-date, nor can we guarantee whether an unauthorized person is acting on behalf of the Member.
14. We are also not responsible for whether the Professional offering the Pro Services is actually entitled to provide the Pro Services, whether he/she meets all the conditions for their provision and whether the Professional fulfils their tax and other obligations arising from generally binding legal regulations. The Professional is solely responsible for these facts.
15. By registering, you acknowledge that the Account and its Content become permanently our property from the moment of registration, and we have all rights to use it.
16. Due to the nature of the Internet, we are not responsible for the security or Content you provide to us through the Internet or for its control. We cannot influence and are not responsible for the use of the Content made available by you on the Platform by other Members, so you should be cautious about it when posting it. This also applies to direct communication between Platform Members.
17. We are not responsible for the Content of the Member Account as well as for the published evaluations on the Platform, therefore we are not responsible for any consequences that could arise as a result of the illegality of the Content of the Member and such evaluations.
18. We are not responsible for the published requirements and offers for Pro Services on the Platform, their compliance with generally binding legal regulations, their implementation and fulfilment of obligations arising from them.
19. Unless expressly stated otherwise in the Conditions, the Member may not assign, delegate or otherwise transfer to any other person any rights and/or obligations related to the use of the Platform without the prior written consent of P2P.
20. Unless expressly stated otherwise in the Conditions, the Member may not unilaterally set off any claim related to the use of the Platform against P2P.
21. We are entitled, even in commercial cooperation with third parties, to use the Platform for marketing purposes, for example for advertising or other marketing activities. If you are interested in commercial cooperation with us in a form other than the provision of Pro Services, you must contact us at [hello@wilio.com](mailto:hello@wilio.com).
22. We are entitled to terminate the operation of the Platform or suspend its operation at any time, even without stating a reason and notice.
23. Persons related to P2P have also the right to use the Platform to perform their activities. P2P may display these offers to users differently from those of the other users, however, P2P will abide by all its obligations to other users.

24. P2P may provide ancillary services and products through the Platform, such as the intermediation of financing for Pro Services. A professional may not offer customers any ancillary goods or services without the prior consent of P2P. In order to obtain consent for the provision of additional goods or services, the Professional is obliged to contact P2P e-mail at [hello@wilio.com](mailto:hello@wilio.com).

## **V. Control and Content Administration**

1. In order to provide better services to Members and to protect the rights of Members and third parties, we have the right, but not the obligation, to monitor or review Member Content, request identification of a Member and any other person using the Platform, and to monitor communication through the Platform.
2. Also for security reasons, we have the right, but not the obligation, at our own discretion and without giving any reason, to remove or change the Member Content and Member Communication, block the Member Account, its access to Content and communication on the Platform and make the Member Content available and its communication also to public authorities if necessary. By registering on the Platform, you express your consent with it.

## **VI. Liability for Damage**

1. You agree and undertake to indemnify us to the full extent of the damages incurred and without any limitation that may arise to us in connection with your use of the Platform, in particular, but not exclusively, in connection:
  - o a) with your violation of these Conditions, good morals and/or generally binding legal regulations,
  - o b) with your Content,
  - o c) with your evaluation of the provided Pro Services,
  - o d) with your communication,
  - o e) with your performance of obligations arising from the relationship between you and another Member, or
  - o f) with your request or offer for Pro Services.

## **VII. Advertising**

1. By registering on the Platform, you agree that you may see third-party advertising and links to other third-party websites and resources on the Platform. Such links and the content accessible on them are not controlled by us and therefore we are not responsible for them. You access them at your own risk and acknowledge that these Conditions do not apply to them.
2. In order to promote the Platform, we use various advertising services, in particular services of Google LLC, Facebook Inc., RTB advertising with various providers as needed. Part of the services provided to the Professionals on the Platform is the placement of advertising for the Professional Services on a third-party website, which vary.

## **VIII. Privacy**

1. Information on the protection of personal data when using the Platform is part of a separate document of the Privacy Policy, which is accessible on the Platform and you are obliged to familiarize yourself with it before using the Platform and by using the Platform, you consent to it and agree to abide by it.
2. Information on the use of cookies is part of a special document Cookies Rules, which is accessible on the Platform and you are obliged to familiarize yourself with it before using the Platform and by using the Platform, you consent to it and agree to abide by it.

## B) CUSTOMERS

### I. Customer Registration and Customer Account

1. As a Customer, you are obliged to provide true, complete and up-to-date information when registering on the Platform and to update it in a timely manner in the event of a change.
2. Each person is entitled to have only one Customer account.
3. Customer's registration on the Platform is not claimable and we are entitled to block your Account at any time.
4. The Customer's Account is authorized to be used exclusively by you or other persons expressly authorized to act on your behalf.
5. You determine the password for securing your Customer Account yourself, therefore it is up to you to ensure the protection of your password and not allow access to the password to other persons. Upon termination of the use of the Platform on a device that you use together with other persons or to which other persons have access, you are obliged to log out of the Account and thus prevent misuse of the Customer's Account.
6. Any activity on the Customer's Account will be automatically assigned to your person. You are solely responsible for the Content and activities on your Customer Account.
7. If you find that your Customer Account has been used by an unauthorized person, you are obliged to inform us immediately via the Platform. We are not responsible for misuse of the Customer's Account.
8. Registration and use of the Platform are free of charge for the Customer.
9. As a Customer, you are authorized to use the Account and the Platform only for the purpose of making requests for Pro Services with a genuine interest in providing Pro Services from Professionals. It is prohibited to use the Platform by a person registered as a Customer whose intention is not to obtain the provision of the Pro Services, but only to obtain information about the Professionals offered for the Pro Services, the operation of the Platform, Customer requirements and Customer information or any other form of abuse of the Platform or competitive behaviour on the Platform. For breach of the obligation set out in this provision, you are obliged to pay P2P contractual penalty in the amount of EUR 1,500 for each individual breach, which, however, does not exclude your possible liability for the damage caused. If you act as an intermediary or a representative of a person who is interested in cooperating with P2P or in case of questions about cooperation with P2P, it is possible to contact us at [hello@wilio.com](mailto:hello@wilio.com).

### II. Search for Pro Services

1. After registering as a Customer, you are allowed to create requests for Pro Services on the Platform. As a Customer, you are not entitled to send your requests directly to specific Professionals. The request for Pro Services created by you will be accessible to Professionals providing Pro Services in the selected category according to the rules specified by P2P.
2. The request for Pro Services must be in accordance with generally binding regulations and good morals and must not contain contact details for the Customer, otherwise we are entitled to remove your request from the Platform.
3. Communication between the Customer and the Professional is divided into two phases on the Platform. The first phase begins after submitting a request for Pro Services, and here you will be able to communicate anonymously with several Professionals, who have either submitted an offer for Pro Services or have requested additional information to create an offer. In the first public phase, the exchange of any personal data and/ or contact information between the Customer and the Professional is strictly prohibited for security reasons (hereinafter as the „**First phase**“). The second phase begins with (i) the payment of the Total Price for Pro

Services or its part by the Customer, and/ or (ii) the approval of the price offer between the Customer and the Professional, subject to confirmation by P2P in specific cases. In the second phase, the exchange of personal data and contact information between the Customer and the Professional is permitted. As we are not a provider of Pro Services, we do not guarantee the sending of offers for Pro Services from Professionals and it may happen that at your request for the provision of Pro Services, no offer for Pro Services will be submitted. The use of Pro Services by a particular Professional is at your discretion and you are not obligated to accept any offer for Pro Services by a Professional.

4. We do not interfere in communication between you as a Customer and a Professional. The agreement on the conditions of providing Pro Services is solely up to you and the Professional. We do not enter into the conditions for the provision of Pro Services between you and the Professional and therefore we have no liability in connection with the provision or quality of the Pro Services, this is the sole responsibility of the Professional.
5. When submitting demands for Pro Services, you as a Customer are obligated to comply with the Fair Use Policy set out by P2P. The Customer may submit a maximum number of demands for Pro Services via the Platform within a reasonable time period. What constitutes a maximum number of submissions is at the sole discretion of P2P but must not exceed 10 submissions per day. If you violate the Fair Use Policy, we are entitled to block your Account. At the same time, blocking your Account does not exclude your liability for any damage caused.

### **III. Payment for Pro Services**

1. As a Customer, you will pay for the Pro Services through the payment gateway, and depending on the Total Price for Pro Services, it is possible to pay the part of the Total Price for Pro Services directly to the Professional.
2. Based on the authorization from the Professional, P2P accepts the online payment for Pro Services through the payment gateway to its bank accounts, holds it until proper and complete execution of Pro Services, and P2P is also entitled to return payment for Pro Services to the Customer in the case of non-commencement of project caused by the Professional.
3. In case of payment of the remaining part of the Total Price for Pro Services directly to the Professional for the performed Pro Services, the terms of payment for the Pro Services are the subject of an agreement between you and the Professional.
4. As a Customer, you are obliged to inform us about the payment of the remaining part of the Total Price for Pro Services made directly to the Professional within 5 days from the date of its implementation, via the Platform. If you do not fulfil the obligation to inform us in time about the payment for the Pro Services, you may be liable for damage caused to P2P.
5. Before commencement of the execution of the Pro Services, as the Customer you will pay the Professional online with payment card through the payment gateway an amount up to a maximum of 100% of the Total Price for Pro Services, depending on the Total Price of Pro Services determined in advance by P2P, for example:
  - up to EUR 100, as the Customer you will pay 100% of the Total Price for Pro Services;
  - over EUR 100 up to EUR 5,000, as the Customer you will pay 20% or 100% of the Total Price for Pro Services, depending on your decision as a Customer; and
  - over EUR 5,000, as the Customer you will pay a part of the Total Price for Pro Services determined by P2P up to a maximum of 100% of the Total Price for Pro Services.
6. We are not a Contractual Party for the Pro Services between you as a Customer and the Professional and therefore we are not liable for any breach of duty by the Professional. We do not enter into the price or payment conditions for the provision of Pro Services between you and the Professional and therefore we have no responsibility in this regard. The Customer is obliged to pay for the Pro Services to the Professional only the amount of the Total Price for Pro Services agreed between the Customer and the Professional in the in-app chat via the

Platform. Any change in the agreement regarding the Pro Services and the Total Price for Pro Services must be recorded in the in-app chat on the Platform.

7. We are not obliged to ask the Professional to refund a part of the Total Price for Pro Services paid directly to the Professional or to provide a discount.
8. Invoicing for the Pro Services is performed and/ or a confirmation of payment is issued by the Professional, including the issuance of a receipt or other tax document.

#### **IV. Professional Rating**

1. In order to improve the Customer's services and the quality of the Pro Services provided, you, as a Customer, are responsible to add a Professional rating following successful completion of the project. Rating of the Professional is compulsory for payment release, and is enabled to you automatically upon your confirmation of the proper completion of the project.

#### **V. Customer Support**

1. The Customer is entitled to contact us at any time via the Platform with a request for assistance in resolving technical problems in the use of the Platform.
2. If you need to contact a Professional but their Account is blocked and he/she is not allowed to communicate with you, please contact us through the Platform or through our Support at [hello@wilio.com](mailto:hello@wilio.com).

#### **VI. Complaints**

1. We are not a Contractual Party for the Pro Services between you as a Customer and the Professional and therefore we are not responsible for the manner and quality of the Pro Services provided and their timely delivery. Any complaints must be resolved directly with the Professional.
2. As the operator of the Platform, we will be happy to provide you with the necessary cooperation, but any liability of P2P as the operator of the Platform in connection with Pro Services, their provision by the Professional, quality of Pro Services or complaints about Pro Services with the Professional is excluded.
3. Resolution of disputes between the Customer and the Professional in the provision of Services is contained in part D) of these Conditions.

### **C) PROFESSIONALS**

#### **I. Registration and Professional Account**

1. As a Professional, you are entitled to register on the Platform only if you are a business person (entrepreneur), offered Pro Services are the subject of your business and you have the appropriate authorization to conduct business. By registering on the Platform, you declare that you meet these conditions.
2. As a Professional, you are obliged to keep all permits, registrations, records and authorizations necessary for the performance of business activities valid for the period of registration on the Platform. If you are no longer entitled to carry out a business activity, the subject of which are your offered Pro Services, you are obliged to cancel your registration on the Platform or inform us about it.
3. As a Professional, by registering on the Platform and submitting offers for Pro Services, you declare that you meet all the conditions imposed by generally binding regulations for the provision of the Pro Services you offer.
4. As a Professional by registering on the Platform, you acknowledge and represent that in relation to P2P you are an independent entity, you are not an employee or agent of P2P and you are not in any other similar relationship to P2P, therefore we do not control and cannot

control the quality of the Pro Services provided by you. except as expressly provided in these Conditions.

5. Each natural or legal person is entitled to have only one Professional Account.
6. As a Professional, you are obliged to provide true, complete and up-to-date information when registering and to update it in a timely manner in the event of a change.
7. Through the Platform, we provide you, as a Professional, with the opportunity to enter into a Pro Services contract with the Customer, but we do not guarantee that you will enter into the Pro Services contract with the Customer. We also do not have the opportunity to thoroughly check the Customer, so we cannot have the knowledge or doubt whether the Customer will properly and in a timely manner fulfil their obligations under the contract for Pro Services.
8. Your Professional Account can only be used by you or other persons expressly authorized to act on your behalf.
9. You set the password for securing your Professional Account yourself, therefore it is up to you to ensure the protection of your password and not allow access to the password to other persons. Upon termination of the use of the Platform on a device that you use together with other persons or to which other persons have access, you are obliged to log out of the Account and thus prevent the misuse of the Professional Account.
10. Any activity on the Professional Account will be automatically assigned to your person. You are solely responsible for the Content and activity on your Professional Account.
11. If you find that your Professional Account has been used by an unauthorized person, you must notify us immediately through the Platform. We are not responsible for misuse of the Professional Account.
12. As a Professional, you are solely responsible for complying with the obligations arising for you from generally binding regulations, in particular, but not exclusively, the legal regulations governing the Professional's tax obligations.

## **II. Obligations of the Professionals**

1. Professional is obliged to:
  - a. Pay on time all fees for the Professional Account as well as for arranging the Customer on time.
  - b. Have a business license for performance of the Pro Services.
  - c. Perform all Pro Services for maximum customer satisfaction.
  - d. Act only on its own behalf and through your own Professional account.
  - e. Refrain from any action that would entitle P2P to cancel the Professional's account pursuant to part D) article I. para. 2 of these Conditions.

## **III. Placing an Offer for Pro Services**

1. After registering as a Professional on the Platform, in accordance with the Service Package specified by you, you are allowed to view the demands/ projects of Customers for the provision of Pro Services in the selected category and respond to them by placing an offer. After placing an offer to a specific Customer, you are allowed to communicate with the Customer and, depending on the selected Service Package, additional data or options on the Platform are made available or limited to you. You will agree on the specific conditions of providing the Pro Services directly with the Customer.
2. As a Professional, you are obliged to communicate with the Customer mainly through the Platform and according to the rules set out on the Platform and P2P instructions, through the



Q&A section and only for the purpose of specifying the parameters to determine the exact price of the project (throughout the whole process). The provisions of part B) of article II. par. 3 of these Conditions apply adequately.

3. The offer for the Pro Services must include the Total Price for Pro Services, which cannot be changed later. The Professional is responsible for the submission of the complete offer for the Pro Services and is obliged to obtain and take into account all information before sending the price offer in the First phase. Any dispute arising out of an incomplete offer of Pro Services, which is ascertained through in-app chat on the Platform, may result in the cancellation of the project and claiming the payment of contractual penalty by P2P towards the Professional pursuant the provision of the part C) article V. par. 3 of these Conditions.
4. When contacting Customers, you, as the Professional, are obliged to comply with Fair Use Policy, which is set out by P2P. The maximum number of contacted Customers shall be defined by P2P at its own discretion. However, this number shall not exceed 10 contacted Customers per hour and, at the same time, 10 contacted Customers a day. Shall you be in breach of Fair Used Policy, we are entitled to block your Account. Blocking of your Account shall not exclude your liability for any damage caused.
5. As a Professional, you agree not to use Customer contacts obtained through the Platform other than to enter into a Pro Services contract in the Platform environment between you and the Customer and not to conceal the performance of Customer Services obtained through the Platform from us. You shall also not provide Customer contacts to any third party. If you violate this obligation, we are entitled to block your Account and demand payment of a contractual penalty in the amount of EUR 1,500. The stated contractual penalty applies to each breach of this obligation individually and at the same time does not exclude your possible liability for the damage caused, which will be applied in addition to the contractual penalty. If you are interested in cooperating with us in a form other than providing Pro Services, contact us at [hello@wilio.com](mailto:hello@wilio.com).

#### **IV. Professional Account Fee**

1. The management of the Professional Account is charged in accordance with the Price List, which is accessible on the Platform.
2. The price for maintaining a Professional Account depends on the Service Package of your choice. It is possible to change the Service Package to a higher Service Package at any time via the Platform. It is not possible to change the Service Pack to a lower Service Pack. As a Professional, you acknowledge that the Service Package selected on the Platform is binding on you for the duration of registration on the Platform and subsequently you are only allowed to change to a higher Service Package, which also becomes binding for you during registration by confirming such a change and return to a lower Service Package or selecting a lower Service Package until the selected Service Package is exhausted is not possible.
3. As a Professional on the Platform, you select from the Service Package options the time period for which you are ordering the Service Package. You acknowledge that the choice of the time period of the Service Package is binding for you during the registration period on the Platform and you do not have the option to change from a longer time period of the Service Package to a shorter time period of the Service Package until the selected Service Package is exhausted. It is always possible to change from a shorter time period of the Service Package to a longer time period of the Service Package.
4. If you want to use the Platform as a Professional, you must have a payment method set up on the Platform using valid data of at least one payment card. Payment for the fee for the Professional Account will be automatically paid depending on the periodicity of the Service Package by your chosen method of payment on the Platform, to which you expressly authorize P2P. If for any reason it is not possible to make a payment by your chosen method of payment, you agree that we may use any other method of payment associated with your Account on the Platform. If your credit card information changes, your payment card provider

may provide us with updated information about your payment card, and you expressly authorize us to receive such information.

5. We use third party services to process payments. We do not process information on your payment card, it is processed exclusively by a third party for the purpose of making a payment.
6. If you are no longer interested in using the Platform, you need to change the payment settings for the Professional Account on your account and the Professional Account will be blocked after the paid period. If you need help disabling the auto-renewal function, please contact us at email address: [hello@wilio.com](mailto:hello@wilio.com).
7. The fee for the Professional Account is fixed in accordance with the Price List, it is not possible to provide a discount or refund part of the fee for the period when the Account was not used or when the Account was blocked.
8. If you cancel your Professional Account despite the Professional Account fee paid, the Professional Account fee already paid will not be refunded.
9. Similarly, if we block your Professional Account, the fee already paid for the Professional Account will not be refunded. After your Professional Account is blocked, further payments of the Professional Account fee will not be paid from your payment card until the moment of unblocking the Professional Account. On the first day after the Professional Account is unblocked, the payment for the Professional Account for the period following the unblocking of your Professional Account beginning on the first day of unblocking will be automatically paid from your payment card. If you are not interested in further use of the Platform after unblocking your account, you need to contact P2P support in advance at [hello@wilio.com](mailto:hello@wilio.com) and change the payment settings for the Professional Account.
10. If the monthly fee for the Professional Account is not paid on time, your Professional Account will be automatically blocked.
11. Payment for the Professional Account specified in the Price List as well as other payments and fees in connection with the Platform may be stated without taxes and/or relevant fees, which will be added to the prices in the legal amount.

## **V. Support for Professionals**

1. We provide support to Professionals with technical and other problems with the use of the Platform depending on the selected Service Package for Professionals.
2. If you need to contact the Customer but your Professional Account is blocked and you are not allowed to communicate with the Customer, please contact us via P2P support at [hello@wilio.com](mailto:hello@wilio.com).
3. We are not a Contractual Party for the Pro Services between you as a Professional and the Customer, therefore we are not responsible for the fulfilment of obligations by the Customer and we are not entitled to demand from the Customer payment of the price for the Pro Services. We do not enter into the price or payment terms for the provision of Pro Services between you and the Customer and we therefore have no liability in this regard. Any breach of obligations by the Customer under the Pro Services contract must be resolved directly with the Customer.

## **VI. Commission for Intermediation of the Customer**

1. For the performance of Pro Services, the Customer shall pay the agreed Total Price for Pro Services directly to the Professional or through the payment gateway, when depending on the Total Price for Pro Services, the Customer may pay a part of the Total Price for Pro Services directly to you as a Professional for the provided Pro Services. In the case of payment of remaining part of the Total Price of Pro Services by the Customer, the payment terms are exclusively subject of agreement between you as the Professional and the Customer. P2P

- subsequently has a right against you to pay a commission for mediation of the Customer, even in the case of partial performance by the Professional.
2. As a Professional, you are obliged to inform us via the Platform about the receipt of payment for the Pro Services from the Customer, the receipt of remaining part of the Total Price for Pro Services, the Total Price for Pro Services and about the any payments, which the Customer paid to you or to your related parties. Depending on the time when you inform us about the facts according to the previous sentence, the amount of commission is then calculated in accordance with para. 3 of this article of these Conditions.
  3. You are obliged to pay us for the mediation of the Customer:
    - a) commission in the percentual amount of the Total Price for Pro Services for meeting the conditions specified in para. 4 of this article of these Conditions according to the Price list (hereinafter as the „**Basic commission**“); or
    - b) the Basic commission plus another 5 % of the Total Price for Pro Services for meeting the conditions specified in para. 5 of this article of these Conditions.
  4. As a Professional, you are obliged to pay us a commission for mediation in the amount according to par. 3 (a) of this article of these Conditions, if
    - a) you have received payment for the Pro Services from the Customer, even in the case of a partial payment; and
    - b) you have informed us via the Platform about the receipt of payment for Pro Services from the Customer and about the Total Price for Pro Services within 48 hours from the moment of its receipt.
  5. As a Professional, you are obliged to pay us a commission for mediation in the amount according to par. 3 (b) of this article of these Terms and Conditions, if
    - a) you inform us via the Platform about the receipt of payment for the Pro Services from the Customer and about the Total Price of the Pro Services later than 48 hours from the moment of its receipt, also individually in relation to each partial payment received from the Customer, or
    - b) you do not inform us at all through the Platform about the acceptance of payment for the Pro Services from the Customer and about the Total Price for Pro Services.
  6. After receiving information about the Customer's payment for the Pro Services directly to you as the Professional, we will contact you with the information necessary to make the commission payment. The deadline for the payment of the commission is 7 days, by payment you confirm that its calculation is correct. If you do not inform us within 7 days, P2P has the right to determine the amount of the commission.
  7. Upon request, you are obliged to prove to us in an appropriate manner determined by us (especially by making available a tax document or other accounting document issued by a Professional to the Customer) the amount of received payment of remaining part of the Total Price for Pro Services from the Customer and the Total Price for Pro Services within 5 days of delivery. If you do not fulfil this obligation, we are entitled to block your Account and demand payment of a contractual penalty in the amount EUR 1,500. At the same time, the stated contractual penalty does not exclude your possible liability for the caused damage.
  8. We are entitled to make an automatic payment of the commission via your payment card, such data you enter during registration on the Platform (or subsequently add), to which you expressly authorize P2P.
  9. P2P is entitled to deduct its commission from the payment received through the payment gateway from the Customer on behalf of the Professional.
  10. Any agreement between the Professional and the Customer, the purpose of which is to circumvent the Professional's obligation to pay a commission, is prohibited. If you enter into such an agreement or allow it to be concluded, we are entitled to block the Account and demand payment of a contractual penalty in the amount of EUR 1,500, and to perform an automatic payment of the contractual penalty by means of your payment card, the data of which you enter when registering on the Platform (or subsequently supplemented), to which you expressly authorize P2P. The stated contractual penalty does not exclude your possible liability for the caused damage

## VII. Receipt of payments and payment gateway

1. The Professional agrees to the use of the payment gateway for the online transfer of funds using payment cards from the Customer to the Professional, the process of transferring funds and the terms of service set out below.
2. The Professional authorizes P2P to receive payment for the Pro Services from the Customer and to hold it until the proper and complete execution of the Pro Services, as well as to return the payment for the Pro Services to the Customer in case of the non-commencement of project caused by the Professional. The project does not start if one of the parties informs P2P via in-app chat on the Platform, and the other party confirms the non-commencement or does not state within 5 working days via in-app chat on the Platform that the project started together with proving this fact (photos or other documentation).
3. After the proper and complete execution of the Pro Services, P2P will transfer the payment to the Professional's bank account. The Professional is responsible for the correct entry of the Professional's bank account. P2P is not responsible for incorrectly made payments caused by entering incorrect data.
4. In the event of non-performance of Pro Services by a Professional caused by the fault of the Professional, P2P is entitled to claim for a contractual penalty in the amount of the agreed commission for mediation of the Customer.
5. P2P is entitled to count its receivables towards Professional against the Professional's receivables towards P2P.

## **D) RESOLUTION OF DISPUTES**

1. The Professional is entitled to contact us at any time through the Platform, even in the event of a breach of obligations by the Customer, in which case we may contact the Customer to resolve the situation described by the Professional, but we are not liable nor responsible for its resolution.
2. The Customer is entitled to contact us at any time via the Platform, even in the event of a breach of obligations by the Professional or a third party, but we are not obliged to resolve such disputes and we are not liable nor responsible for their resolution. However, our right to intervene in such disputes at our sole discretion remains unaffected.
3. In case of a dispute, it is necessary to write a complaint to us within 5 working days from the beginning of the dispute to the email address: [hello@wilio.com](mailto:hello@wilio.com). Your complaint should include, in particular, photographs of the work performed so far, the damage incurred, proof of payment for the Pro Services, evidence of agreed material needed to perform the Pro Services, screenshots showing communication between you and the other party outside the Platform, and your suggested solution. We will assess your complaint within 5 working days from the date of its delivery and ask the other party to comment on the complaint and, if necessary, ask you to provide additional information.
4. Based on our assessment of the information gathered, we will prepare a non-binding decision in which we will propose a way to resolve the situation. In our non-binding decision, we may propose a change to the Total Price for Pro Services and ask the parties for a conciliation agreement.
5. If one of the parties does not agree with the proposed settlement of the dispute in our non-binding decision or the parties do not agree among themselves, then it is necessary to refer the solution of the dispute to the arbitration tribunal or court. P2P is entitled to hold the payment until a valid decision of the arbitral tribunal or court, or to deposit the payment in a notarial custody, in case of which the fees associated with notarial custody will be paid from the amount of the payment held. If no request is made to the arbitral tribunal or court within a reasonable time, within 90 days of the notification of the non-binding decision to the parties, we are entitled to release the payment held to the Professional.

## **E) COMMON PROVISIONS**

### **I. Account Blocking**

1. We are entitled to block your Customer Account especially if:
  - o a) you request it,

- b) you have not used the Customer's account for more than 3 months,
- c) we suspect the misuse of your Customer's Account, especially if there are repeated unsuccessful attempts and logging in to your Customer's Account,
- d) you use another person's Account or impersonate another person,
- e) you will create more than one Account (except in cases of authorized action for several persons),
- f) you publish on the Platform Content containing vulgarities, obscenities, threats, personal attacks, Content promoting, inciting violence, bigotry, racism, discrimination, defamation of population groups, racial, linguistic, gender, religious, political, social, national or ethnic intolerance, hatred to specific people or groups of the population, or advocating the suppression of fundamental rights and freedoms,
- g) you post Content on the Platform that contains unverified, misleading, false information or any other (including true) information that is or may be likely to cause harm to others;
- h) you publish Content that has the character of spam, hoax or warez,
- i) you publish Content containing information about another person's personal data,
- j) you publish duplicate, incomprehensible or meaningless Content,
- k) you publish Content defending or inciting a violation of applicable law, good morals or these Conditions,
- l) you publish Content that links to other websites not related to the content of the Platform and/or websites or services that compete with the Platform;
- m) you disrupt or damage the Platform, or attempt to do so,
- n) you publish or use software viruses or other computer codes, files or programs that may endanger, interrupt, limit or stop the operation of the Platform,
- o) you create or mirror the Platform or part thereof,
- p) you use public proxy servers and other anonymization services that may be misused to attack the Platform or use automatic scripts to collect information about the Platform and its operation,
- q) you obtain e-mail addresses or other contact information from Platform Members for any purpose other than obtaining Pro Services in the Platform environment,
- r) you endanger or damage the reputation of P2P,
- s) you offer or promote goods, services or work falling within the system of network sales and multi-level marketing, or into the network sales of insurance, financial products and advice,
- t) you offer or promote goods, services or work the supply of which is prohibited or restricted by applicable law (for example, the advertising of medicines, the offer of illegal work or the advertising of weapons), or
- u) you otherwise violate or circumvent generally binding legal regulations, good morals and/or these Conditions.

2. We are entitled to block your Professional Account especially if:

- a) you request it,
- b) the fee for the Professional Account has not been paid on time,

- c) you are more than 5 days in arrears with the payment of the commission for intermediation of the Customer,
- d) you lose the right to conduct business or the Pro Services offered by you are not the subject of your business,
- e) your rating by Customers is unsatisfactory,
- f) we suspect the misuse of your Professional Account, especially if there are repeated unsuccessful attempts and logging in to your Professional Account,
- g) at your own discretion on the basis of publicly available information about the Professional in accordance with para. 4 of this Article of the Conditions,
- h) you use another person's Account or impersonate another person,
- i) you will create more than one Account (except in cases of authorized action for several persons),
- j) you publish on the Platform Content containing vulgarities, obscenities, threats, personal attacks, Content promoting, inciting violence, bigotry, racism, discrimination, defamation of population groups, racial, linguistic, gender, religious, political, social, national or ethnic intolerance, hatred to specific people or groups of the population, or advocating the suppression of fundamental rights and freedoms,
- k) you post Content on the Platform that contains unverified, misleading, false information or any other (including true) information that is or may be likely to cause harm to others;
- l) you publish Content that has the character of spam, hoax or warez,
- m) you publish Content containing information about another person's personal data,
- n) you publish duplicate, incomprehensible or meaningless Content,
- o) you publish Content defending or inciting a violation of applicable law, good morals or these Conditions,
- p) you publish Content that links to other websites not related to the content of the Platform and/or websites or services that compete with the Platform;
- q) disrupt or damage the Platform or attempt to do so,
- r) you publish or use software viruses or other computer codes, files or programs that may endanger, interrupt, limit or stop the operation of the Platform,
- s) you create or mirror the Platform or part thereof,
- t) you use public proxy servers and other anonymization services that may be misused to attack the Platform or use automatic scripts to collect information about the Platform and its operation,
- u) obtain e-mail addresses or other contact information from Platform Members for a purpose other than providing Pro Services in the Platform environment,
- v) you endanger or damage the reputation of P2P,
- w) you offer or promote goods, services or work falling within the system of network sales and multi-level marketing, or into the network sales of insurance, financial products and advice,

- x) you offer or promote goods, services or work the supply of which is prohibited or restricted by applicable law (for example, the advertising of medicines, the offer of illegal work or the advertising of weapons), or
  - y) you otherwise violate or circumvent generally binding legal regulations, good morals and/or these Conditions.
- 3. In addition to the reasons set out in paragraph 1 and 2 of this Article of these Conditions, especially in case of need to protect the Platform or other Members, we are entitled to block your Member Account at our own discretion.
- 4. We are entitled to obtain, collect and evaluate publicly available information concerning the Professional and, on the basis of such information, to block the Professional Account at our own discretion.
- 5. In addition to the suspension of a Member Account, we may proceed to the restriction, partial suspension, suspension, deactivation or cancellation of your Account under the same conditions.
- 6. We are not responsible for any damage incurred in connection with the blocking, restriction, partial blocking, suspension, deactivation or cancellation of the Member Account.
- 7. After blocking, limiting, partially blocking, suspending, deactivating or cancelling a Member Account, the Member shall not be entitled to compensation or refund of the fee already paid for the Service Package, especially if the Account has been blocked, suspended, deactivated or cancelled due to breach of the obligations set out in these Conditions. The Member can contact us at [hello@wilio.com](mailto:hello@wilio.com) if necessary.
- 8. We are entitled to publish our decision to block, restrict, partially block, suspend, deactivate or cancel a Member Account on the Platform and/or notify the other Members.
- 9. After the Member Account is blocked, the Member is prevented from accessing the Account Content, Customer requests and Professional offers, as well as communication via the Platform. The member is still allowed to contact support on the Platform. If the Member or another person is threatened with damage due to the blocking of their Account, especially if a contract for Pro Services has been concluded and it is not possible to perform Pro Services without access to the Account, the Member is obliged to contact P2P support at [hello@wilio.com](mailto:hello@wilio.com)
- 10. After the blocking, restriction, partial blocking, suspension, deactivation or cancellation of a Member Account, we are not obliged to remove or return the Content of the Account to you. The content of your Account remains the property of P2P.

## **II. Intellectual Property Rights**

1. As a Member, you must ensure that the Content added to your Account and any Pro Services offered by you do not infringe the intellectual property rights of others, in particular the copyrights, trademarks, designs, patents or trade secrets of others. You agree that we have the right, but not the obligation, to review, modify or delete your Account Contents or to suspend your Account if you breach this obligation.
2. You also represent that the Content that you make available on or through the Platform is your sole property and that you are the sole owner of such Content or that you have all the rights, licenses, consents and permissions necessary to make the Content available on or through the Platform.
3. We may, at any time, in our sole discretion and without prior notice, remove or deny access to Content that is in violation of these Conditions, generally binding law, or otherwise deemed inadmissible or harmful to the Platform.

4. By publishing Content on or through the Platform, you grant us a worldwide, free, non-exclusive, perpetual (timely unlimited) and irrevocable license to any known uses of the Content, including processing, reproducing and publishing such Content, with the right to sublicense and license. This license continues even after the termination of your Account on the Platform or the cancellation of the Platform.
5. At the same time, our Content published on the Platform as well as Content published by Members on or through the Platform, as well as Members' names or designations, may be protected by copyright, trademark or other intellectual property rights, therefore such files are prohibited to use without the author's consent in any way.
6. It is forbidden to copy, transfer or distribute any part of our Platform website.
7. The sign "Wilio" is a registered word mark belonging to P2P. Any use without our consent is therefore prohibited.

### **III. Communication via the Platform**

1. By registering on the Platform, you agree that any communication regarding obligations, payments and fees on the Platform will be made electronically, in particular through the Platform itself. At the same time, you agree that electronic communication through the Platform may be considered as written communication and, in order to preserve it, you agree that we are authorized to store such communication in an unaltered form.
2. All messages sent via the Platform shall be deemed to have been delivered to the addressee at the time of their sending.

### **F) FINAL PROVISIONS**

1. When operating the Platform, we use a special arrangement Mini One Stop Shop (MOSS - a special arrangement simplifying the payment of value added tax for electronic services), while the Member State of P2P identification for the purposes of value added tax is the Slovak Republic.
2. These Conditions, together with the documents published on the Platform, constitute the entire agreement between you and P2P regarding the use of the Platform and the Pro Services offered or acquired through the Platform.
3. Individual parts of these Terms and Conditions are marked and named only for the sake of better clarity and have no legal effect in relation to the interpretation or application of these Terms and Conditions.
4. We are entitled at any time to change these Conditions and any other documents (especially the Price List and the scope of Service Packages), which together with the Conditions govern the use of the Platform. We will inform you about any change in the Conditions.
5. The change of the Conditions is effective on 15<sup>th</sup> day as of the day of publication latest, or by day of effectivity stipulated in the Conditions. In case that (i) a change of the Conditions is necessary as a result of a change in a generally binding regulation, or (ii) a change in the Conditions is necessary to eliminate an imminent threat to service or users in connection with fraud, malware, spam or other cyber security risks or to protect a third parties' legitimate interest, the wording of the new Conditions may have immediate effect.
6. By using the Platform for the first time after changing the Conditions, you agree with the new wording of the Conditions. If you do not agree with the change of the Conditions, you are entitled to cancel your Account on the Platform within fifteen calendar days as of the publication, before the first use of the Platform after the change of the Conditions, provided that you have all obligations to other users and P2P settled. For the avoidance of any doubt, any financial or other obligations that arise during the term of membership on the Platform and



the fulfilment of which can be reasonably demanded shall not cease to exist by the termination of the Account on the Platform.

7. These Conditions govern the legal relationship between P2P and the Professional and the legal relationship between P2P and the Customer. The legal relationship between the Professional and the Customer is not subject to the Conditions modification.
8. Rights and obligations not regulated in these Conditions are governed by Act no. 513/1991 Coll. Commercial Code as amended and other relevant generally binding legal regulations valid and effective in the Slovak Republic.
9. The law applicable to the settlement of disputes is the law of the Slovak Republic and the competent courts are the courts of the Slovak Republic, but it is possible to refer the solution of dispute to the arbitral tribunal. If the Customer or Professional does not have a domicile or registered office in the territory of the Slovak Republic, the court competent to resolve disputes is the court of the Slovak Republic determined according to the registered office of P2P
10. If any provision of these Conditions becomes invalid or ineffective, we may replace it with another provision as close as possible to the content and purpose of the original provision, and such invalidity or ineffectiveness does not affect the validity and effectiveness of other provisions of these Conditions.
11. These Terms and Conditions may be made in several language versions, the Slovak language version being decisive and shall prevail.
12. These Terms and Conditions shall enter into force on 28.10.2021.